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03/19/2021

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check. You can use it the same
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Case 1:17-cv-06772-CM-OTW Document 65-1 Filed 03/30/21 Page 1 of 2

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[REDACTED]		53-136/312 785
		<u>3/15/21</u> Date
Pay to the Order of <u>MICHAEL A. FRANKLIN, ESQ., 13 RIVINGTON PARK</u> \$ <u>5,000.00</u>		
<u>FIVE THOUSAND DOLLARS</u>		Dollars
 Bank America's Most Convenient Bank®		
For CATE: 17-CV-06772-CM; INSTRUMENT # 23		
[REDACTED] [REDACTED]		<u>[Signature]</u> 0147

1. Pay and Cash

TD Bank, N.A.

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 East 42nd Street, 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

March 25, 2021

VIA EMAIL AND FIRST CLASS MAIL

Tab Rosenfeld, Esq.
1180 Avenue of the
Americas, Suite 1920
New York, NY 10036
tab@rosenfeldlaw.com

Re: Ghale et al v. Curry Shack Corp. et al, 17-cv-06772
NOTICE OF DEFAULT

Dear Mr. Rosenfeld:

As you are aware, this office represents Plaintiffs in the above referenced matter. Pursuant to the Settlement Agreement entered into between the parties in this matter, tendered twenty-four postdated checks to Plaintiff's counsel. This letter shall serve as notice under Paragraph 1(y) of the Settlement Agreement that the settlement check dated March 15, 2021 has failed to clear plaintiff's counsel's escrow account. This constitutes a default per the terms of the Agreement.

As authorized in the settlement agreement, if Defendants fail to cure their default within ten calendar days of the receipt of this letter, Plaintiffs intend to file the executed Confession of Judgment annexed to the Agreement.

Please be guided accordingly.

Respectfully,
/s/ Clela Errington
Clela Errington, Esq.
Michael Faillace & Associates, P.C.
cerrington@faillacelaw.com